

THE PUBLIC UTILITIES COMMISSION OF OHIO

ROCKY POINT LICENSEES) CASE NO: 21-1183-WS-CSS
ASSOCIATION)
)
Complainant,)
)
v.)
)
SALT FORK UTILITY COMPANY) **COMPLAINANT ROCKY POINT**
) **LICENSEES ASSOCIATION'S**
Respondent.) **STATUS REPORT**

Now comes Complainant, Rocky Point Licensees Association (the “Association”), by and through counsel, and submits for consideration its Status Report in the above referenced Case as required by the Public Utility Commission (the “Commission”) Attorney Examiner’s Entry dated February 2, 2024.

Following the settlement conference held on October 25, 2023, the Association and Salt Fork Utility Company (“Utility”) (together “the Parties”), began negotiations in the pursuit of reaching a mutually agreed upon resolution to this dispute. As a result of these negotiations, the Parties agreed upon terms that were memorialized in a document titled “Addendum to Rate and Service Agreement Dated August 20, 2011, For Clarification Purposes.” (the “Addendum”).

The Addendum was signed by the Utility on January 19, 2024, and by the Association on January 31, 2024. (See Exhibit 1 – fully executed Addendum). A copy of the fully executed Addendum was sent to the Utility’s counsel on January 31, 2024. On February 2, 2024, counsel for the Utility requested an original copy of the Addendum with “wet” signatures of the Parties. Upon discussion, it was agreed that

an original copy of the Addendum with “wet” signatures was not required in order to file the Addendum with the Commission. (See Exhibit 2 – emails). To date, the Association has not received any further communication from the Utility’s counsel regarding this matter despite multiple attempts to initiate communication.

On February 20, 2024, the Commission advised the undersigned that a Motion to Dismiss may have been filed and/or drafted by the Utility’s counsel. However, the Association has not received a courtesy copy nor been served with any such motion. With that said, the Association is willing to file a Joint Motion to Dismiss to resolve this matter as it is under the impression that the execution of the Addendum resolves the dispute between the Parties and seeks to resolve this matter.

At this time, the Association requests that absent communication from the Utility’s counsel regarding the filing of the Addendum and the drafting of a Joint Motion to Dismiss, that the Commission call a status conference to be held in person at the Commission’s offices in order to determine next steps in resolving this matter.

KAMAN & CUSIMANO, LLC

/s/ Ian C. Mullenhour

IAN C. MULLENHOUR (#101486)

JOHN A. IZZO (#61779)

Attorneys for Complainant

8101 North High Street, Suite 370

Columbus, Ohio 43235

(614) 882-3100 / FAX (614) 882-3800

kclitigation@kamancus.com

CERTIFICATE OF SERVICE

A copy of the foregoing Status Report has been served upon the following parties and/or counsel by electronic mail (e-mail) and/or US mail this 20th day of February 2024:

Braden Blumenstiel
DuPont and Blumenstiel, LLC
Attorneys for Salt Fork Utility Company
655 Metro Place South, Suite 440
Dublin, Ohio 43017
Braden@DandBLaw.com

/s/ IAN C. MULLENHOUR
Ian C. Mullenhour

**ADDENDUM TO RATE AND SERVICE AGREEMENT DATED AUGUST 20, 2011, FOR
CLARIFICATION PURPOSES**

This Addendum to Rate and Service Agreement Dated August 20, 2011, as previously approved by PUCO in Case No. 11-6028-WS-AEC (the "Agreement") is made and entered into on 19th, January, 2024 by and between SALT FORK UTILITY COMPANY (hereinafter referred to as "Utility"), an Ohio Corporation for the purpose of operating a waterworks and sewage disposal company and ROCKY POINT LICENSEES ASSOCIATION, INC. (hereinafter referred to as "Association"), an Ohio Nonprofit Organization.

By agreement of the parties, the Rate and Service Agreement Dated August 20, 2011 (as previously approved in PUCO Case No. 11-6028-WS-AEC" is hereby amended and modified as follows:

Paragraph 2 of the Rate and Service Agreement Dated August 20, 2011 is hereby deleted in its entirety and replaced with the following language:

All company service lines, as that term is defined by Rule 4901:1-15-01(B) in effect on November 1, 2023, shall be installed and maintained by the Utility. All customer service lines, as that term is defined by Rule 4901:1-15-01(F) in effect on November 1, 2023, shall be installed and maintained by the customer (i.e., owner of the membership or license). The distribution main, as that term is defined by Rule 4901:1-15-01(H) in effect on November 1, 2023, shall be installed and maintained by the Utility. All service lines shall have a minimum earth cover equal to the connecting distribution line. Utility shall not be responsible for damage caused by water escaping from a customer service line or fixture unless caused by Utility or its agents or employees.

All owners of a membership/license must comply with the terms contained in the Declaration of Covenants, Conditions and Restrictions for Rocky Point at Salt Fork Resorts, recorded with the Guernsey County Recorder's Office on March 30, 1994, located at OR Book 81, Page 651 et seq. and any amendments thereto ("Declaration").

The Association agrees to promulgate a water shut off policy (herein referred to as "Water Shut Off Policy"). Unless notified otherwise, water will be provided to all lots on a year-round basis. Anyone requesting his/her water be turned off for any reason must notify the Utility by sending written notification to the Utility at 74978 Broadhead Road, Kimbolton, Ohio 43749 and also must notify the Association of said request by sending written notification to the Association at P.O. Box 88, Kimbolton, Ohio 43749.

Said Water Shut Off Policy will state that "Any damage caused to the customer service line as a result of the water being on or off is the responsibility of the owner of the membership/license, unless the damage was caused by the Utility or

Payment for any initial inspections will be determined by which entity is ultimately responsible for the leak based on the location of the leak (i.e., company service line, customer service line, or distribution main).

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Attest:

SALT FORK UTILITY COMPANY

Am A. Feh

By: Sharon A. Yarker

01-19-2024

Date _____

Attest:

**ROCKY POINT LICENSEES
ASSOCIATION, INC.**

By: Karl W. Crookney V.P.

01-31-2024

Date _____

From: [Braden Blumenstiel](#)
To: [Ian Mullenhour](#)
Cc: [AmandaR](#)
Subject: Re: Rocky Point Licensees - Salt Fork Utility
Date: Friday, February 2, 2024 11:03:40 AM

Ian,

I will let my clients know. The copies everyone has should work as well as the original. I think we should be good with what we have.

From: Ian Mullenhour <imullenhour@kamancus.com>
Sent: Friday, February 2, 2024 10:36 AM
To: Braden Blumenstiel <braden@dandblaw.com>
Cc: AmandaR <AmandaR@kamancus.com>
Subject: RE: Rocky Point Licensees - Salt Fork Utility

Braden,

I'm not sure that the document that my client has would work for what your client is seeking. The document that the Association has with a wet signature on was not the original copy signed by your client as you sent it to me via email as a pdf. At this point, there is no "original" that has wet signatures by both parties.

Sincerely yours,
Ian C. Mullenhour
Attorney

KAMAN & CUSIMANO, LLC

(888) 800-1042

imullenhour@kamancus.com



**KAMAN &
CUSIMANO** LLC
COMMUNITY ASSOCIATION ATTORNEYS

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From: Braden Blumenstiel <braden@dandblaw.com>
Sent: Thursday, February 1, 2024 1:22 PM
To: Ian Mullenhour <imullenhour@kamancus.com>
Cc: AmandaR <AmandaR@kamancus.com>
Subject: Re: Rocky Point Licensees - Salt Fork Utility

Ian,

My clients have requested a hardcopy of the original signed by all parties. Can you provide a hardcopy of the original please?

From: Ian Mullenhour <imullenhour@kamancus.com>

Sent: Wednesday, January 31, 2024 3:06 PM

To: Braden Blumenstiel <braden@dandblaw.com>

Cc: AmandaR <AmandaR@kamancus.com>

Subject: Rocky Point Licensees - Salt Fork Utility

Braden,

Attached is the signed agreement from the Board. Thanks for your patience while we got this together.

Sincerely yours,
Ian C. Mullenhour
Attorney

[KAMAN & CUSIMANO, LLC](#)

(888) 800-1042

imullenhour@kamancus.com



**KAMAN &
CUSIMANO** LLC
COMMUNITY ASSOCIATION ATTORNEYS

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Commission of Ohio Docketing Information System on**

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in

Case No(s). 22-1183-WS-CSS

Summary: Response Complainant Rocky Point Licensees Association's Status
Report electronically filed by Mr. Ian C. Mullenhour on behalf of The Rocky Point
Licensees Association, Inc..